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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

LINKSMART WIRELESS TECHNOLOGY,
LLC

Plaintiff,

v.

HOSPITALITY NETWORK, LLC

Defendant.

Case No.: 2:20-cv-01386-MMD-NJK

PROTECTIVE ORDER
AND E-DISCOVERY ORDER

Hon. Miranda M. Du

1 **1. PURPOSE AND LIMITS OF THIS ORDER**

2 Discovery in this action is likely to involve confidential, proprietary, or private information
 3 requiring special protection from public disclosure and from use for any purpose other than this
 4 litigation. Thus, the Court enters this Protective Order. This Order does not confer blanket
 5 protections on all disclosures or responses to discovery, and the protection it gives from public
 6 disclosure and use extends only to the specific material entitled to confidential treatment under the
 7 applicable legal principles. This Order does not automatically authorize the filing under seal of
 8 material designated under this Order. Instead, the parties must comply with LR IA 10-5 if they
 9 seek to file anything under seal. This Order does not govern the use at trial of material designated
 10 under this Order.

11 **2. DESIGNATING PROTECTED MATERIAL**

12 **2.1 Over-Designation Prohibited.** Any party or non-party who designates information or
 13 items for protection under this Order as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL –
 14 ATTORNEY EYES ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE CODE” (a
 15 “designator”) must only designate specific material that qualifies under the appropriate standards.
 16 To the extent practicable, only those parts of documents, items, or oral or written communications
 17 that require protection shall be designated. Designations with a higher confidentiality level when
 18 a lower level would suffice are prohibited. Mass, indiscriminate, or routinized designations are
 19 prohibited. Unjustified designations expose the designator to sanctions, including the Court’s
 20 striking all confidentiality designations made by that designator. Designation under this Order is
 21 allowed only if the designation is necessary to protect material that, if disclosed to persons not
 22 authorized to view it, would cause competitive or other recognized harm. Material may not be
 23 designated if it has been made public, or if designation is otherwise unnecessary to protect a
 24 secrecy interest. If a designator learns that information or items that it designated for protection do
 25 not qualify for protection at all or do not qualify for the level of protection initially asserted, that
 26 designator must promptly notify all parties that it is withdrawing the mistaken designation.

27 **2.2 Manner and Timing of Designations.** Designation under this Order requires the
 28 designator to affix the applicable legend (“CONFIDENTIAL,” “HIGHLY CONFIDENTIAL –

1 ATTORNEY EYES ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE CODE”) to each page
 2 that contains protected material. For testimony given in deposition or other proceeding, the
 3 designator shall specify all protected testimony and the level of protection being asserted. It may
 4 make that designation during the deposition or proceeding, or may invoke, on the record or by
 5 written notice to all parties on or before the next business day, a right to have up to 21 days from
 6 the deposition or proceeding to make its designation.

7 **2.2.1** A party or non-party that makes original documents or materials available for
 8 inspection need not designate them for protection until after the inspecting party has
 9 identified which material it would like copied and produced. During the inspection and
 10 before the designation, all material shall be treated as HIGHLY CONFIDENTIAL –
 11 ATTORNEY EYES ONLY. After the inspecting party has identified the documents it
 12 wants copied and produced, the producing party must designate the documents, or portions
 13 thereof, that qualify for protection under this Order.

14 **2.2.2** Parties shall give advance notice if they expect a deposition or other
 15 proceeding to include designated material so that the other parties can ensure that only
 16 authorized individuals are present at those proceedings when such material is disclosed or
 17 used. The use of a document as an exhibit at a deposition shall not in any way affect its
 18 designation. Transcripts containing designated material shall have a legend on the title page
 19 noting the presence of designated material, and the title page shall be followed by a list of
 20 all pages (including line numbers as appropriate) that have been designated, and the level
 21 of protection being asserted. The designator shall inform the court reporter of these
 22 requirements. Any transcript that is prepared before the expiration of the 21-day period for
 23 designation shall be treated during that period as if it had been designated HIGHLY
 24 CONFIDENTIAL – ATTORNEY EYES ONLY unless otherwise agreed. After the
 25 expiration of the 21-day period, the transcript shall be treated only as actually designated.

26 **2.3 Inadvertent Failures to Designate.** An inadvertent failure to designate does not,
 27 standing alone, waive protection under this Order. Upon timely assertion or correction of a
 28

1 designation, all recipients must make reasonable efforts to ensure that the material is treated
2 according to this Order.

3 **3. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 All challenges to confidentiality designations shall proceed as follows:

5 **3.1 Timing of Challenges.** Any Party or Non-Party may challenge a designation of
6 confidentiality at any time prior to the discovery cutoff date. Unless a prompt challenge to a
7 Designating Party's confidentiality designation is necessary to avoid foreseeable, substantial
8 unfairness, unnecessary economic burdens, or a significant disruption or delay of the litigation, a
9 Party does not waive its right to challenge a confidentiality designation by electing not to mount a
10 challenge promptly after the original designation is disclosed.

11 **3.2 Meet and Confer.** The Challenging Party shall initiate the dispute resolution process
12 by providing written notice of each designation it is challenging and describing the basis for each
13 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must
14 recite that the challenge to confidentiality is being made in accordance with this specific paragraph
15 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must
16 begin the process by conferring directly (in voice to voice dialogue; other forms of communication
17 are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging
18 Party must explain the basis for its belief that the confidentiality designation was not proper and
19 must give the Designating Party an opportunity to review the designated material, to reconsider
20 the circumstances, and, if no change in designation is offered, to explain the basis for the chosen
21 designation. A Challenging Party may proceed to the next stage of the challenge process only if
22 (1) it has engaged in this meet and confer process first, or (2) establishes that the Designating Party
23 is unwilling to participate in the meet and confer process in a timely manner.

24 **3.3 Judicial Intervention.** If the Parties cannot resolve a challenge without court
25 intervention, the Challenging Party may file a motion challenging a confidentiality designation at
26 any time after complying with the meet and confer requirements imposed in the preceding
27 paragraph, including a challenge to the designation of a deposition transcript or any portions
28 thereof. Any motion brought pursuant to this provision must be accompanied by a competent

1 declaration affirming that the movant has complied with the meet and confer requirements imposed
2 by the preceding paragraph.

3 The burden of persuasion in any such challenge proceeding shall be on the Designating
4 Party. Frivolous designations or challenges, or those made for an improper purpose (e.g., to harass
5 or impose unnecessary expenses and burdens on other parties) may expose the pertinent party to
6 sanctions. All parties shall continue to afford the material in question the level of protection to
7 which it is entitled under the Producing Party's designation until the court rules on the challenge.

8 **4. ACCESS TO DESIGNATED MATERIAL**

9 **4.1 Basic Principles.** A receiving party may use designated material only for this litigation.
10 Designated material may be disclosed only to the categories of persons and under the conditions
11 described in this Order. Before disclosure of any designated material is made to any category of
12 persons for whom signature of the Agreement to Be Bound (Exhibit A) is required, such signed
13 copies of Exhibit A must be provided to the disclosing party.

14 **4.2 Disclosure of CONFIDENTIAL Material Without Further Approval.** Unless
15 otherwise ordered by the Court or permitted in writing by the designator, a receiving party may
16 disclose any material designated CONFIDENTIAL only to:

17 **4.2.1** The receiving party's outside counsel of record in this action and employees
18 of outside counsel of record to whom disclosure is reasonably necessary;

19 **4.2.2** A maximum of three individuals (officers, directors, in-house counsel, and
20 employees) for each receiving party who either have responsibility for making decisions
21 dealing directly with the litigation of this litigation, or who are assisting outside counsel in
22 this litigation, and who have signed the Agreement to Be Bound (Exhibit A);

23 **4.2.3** Experts retained by the receiving party's outside counsel of record to whom
24 disclosure is reasonably necessary, and who have signed the Agreement to Be Bound
25 (Exhibit A);

26 **4.2.4** The Court and its personnel;
27
28

1 **4.2.5** Outside court reporters and their staff, professional jury or trial consultants,
 2 and professional vendors to whom disclosure is reasonably necessary, and who have signed
 3 the Agreement to Be Bound (Exhibit A);

4 **4.2.6** During their depositions, witnesses in the action to whom disclosure is
 5 reasonably necessary and who have signed the Agreement to Be Bound (Exhibit A); and

6 **4.2.7** The author or recipient of a document containing the material, or a custodian
 7 or other person who otherwise possessed or knew the information.

8 **4.3 Disclosure of HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY and**
 9 **HIGHLY CONFIDENTIAL – SOURCE CODE Material Without Further Approval.** Unless
 10 permitted in writing by the designator, a receiving party may disclose material designated
 11 HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY or HIGHLY CONFIDENTIAL –
 12 SOURCE CODE without further approval only to:

13 **4.3.1** The receiving party's outside counsel of record in this action and employees
 14 of outside counsel of record to whom it is reasonably necessary to disclose the information;

15 **4.3.2** The Court and its personnel;

16 **4.3.3** Outside court reporters and their staff, professional jury or trial consultants,
 17 and professional vendors to whom disclosure is reasonably necessary, and who have signed
 18 the Agreement to Be Bound (Exhibit A); and

19 **4.3.4** The author or recipient of a document containing the material, or a custodian
 20 or other person who otherwise possessed or knew the information.

21 **4.4 Procedures for Approving or Objecting to Disclosure of HIGHLY**
 22 **CONFIDENTIAL – ATTORNEY EYES ONLY or HIGHLY CONFIDENTIAL – SOURCE**
 23 **CODE Material to In-House Counsel or Experts.** Unless agreed to in writing by the designator:

24 **4.4.1** A party seeking to disclose to in-house counsel any material designated
 25 HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY must first make a written
 26 request to the designator providing the full name of the in-house counsel, the city and state
 27 of such counsel's residence, and such counsel's current and reasonably foreseeable future
 28 primary job duties and responsibilities in sufficient detail to determine present or potential

1 involvement in any competitive decision-making. In-house counsel are not authorized to
2 receive material designated HIGHLY CONFIDENTIAL – SOURCE CODE.

3 **4.4.2** A party seeking to disclose to an expert retained by outside counsel of record
4 any information or item that has been designated HIGHLY CONFIDENTIAL –
5 ATTORNEY EYES ONLY or HIGHLY CONFIDENTIAL – SOURCE CODE must first
6 make a written request to the designator that (1) identifies the general categories of
7 HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY or HIGHLY CONFIDENTIAL
8 – SOURCE CODE information that the receiving party seeks permission to disclose to the
9 expert, (2) sets forth the full name of the expert and the city and state of his or her primary
10 residence, (3) attaches a copy of the expert’s current resume, (4) identifies the expert’s
11 current employer(s), (5) identifies each person or entity from whom the expert has received
12 compensation or funding for work in his or her areas of expertise (including in connection
13 with litigation) in the past five years, and (6) identifies (by name and number of the case,
14 filing date, and location of court) any litigation where the expert has offered expert
15 testimony, including by declaration, report, or testimony at deposition or trial, in the past
16 five years. If the expert believes any of this information at (4) - (6) is subject to a
17 confidentiality obligation to a third party, then the expert should provide whatever
18 information the expert believes can be disclosed without violating any confidentiality
19 agreements, and the party seeking to disclose the information to the expert shall be
20 available to meet and confer with the designator regarding any such confidentiality
21 obligations.

22 **4.4.3** A party that makes a request and provides the information specified in
23 paragraphs 4.4.1 or 4.4.2 may disclose the designated material to the identified in-house
24 counsel or expert unless, within seven days of delivering the request, the party receives a
25 written objection from the designator providing detailed grounds for the objection.

26 **4.4.4** A Party that receives a timely written objection must meet and confer with
27 the Designating Party (through direct voice to voice dialogue) to try to resolve the matter
28 by agreement within seven days of the written objection. If no agreement is reached, the

1 Party seeking to make the disclosure to the Expert may file a motion seeking permission
2 from the court to do so. Any such motion must describe the circumstances with specificity,
3 set forth in detail the reasons why disclosure to the Expert is reasonably necessary, assess
4 the risk of harm that the disclosure would entail, and suggest any additional means that
5 could be used to reduce that risk. In addition, any such motion must be accompanied by a
6 competent declaration describing the parties' efforts to resolve the matter by agreement
7 (i.e., the extent and the content of the meet and confer discussions) and setting forth the
8 reasons advanced by the Designating Party for its refusal to approve the disclosure. In any
9 such proceeding, the Party opposing disclosure to the Expert shall bear the burden of
10 proving that the risk of harm that the disclosure would entail (under the safeguards
11 proposed) outweighs the Receiving Party's need to disclose the Protected Material to its
12 Expert.

13 **5. SOURCE CODE**

14 **5.1 Designation of Source Code.** If production of source code is necessary, a party may
15 designate it as HIGHLY CONFIDENTIAL – SOURCE CODE if it is, or includes, confidential,
16 proprietary, or trade secret source code.

17 **5.2 Location and Supervision of Inspection.** Any HIGHLY CONFIDENTIAL –
18 SOURCE CODE produced in discovery shall be made available for inspection, in a format
19 allowing it to be reasonably reviewed and searched, during normal business hours, which for
20 purposes of this paragraph shall be 9:00 a.m. through 5:00 p.m. local time, or at other mutually
21 agreeable times, at an office of the designating party's counsel or another mutually agreeable
22 location. The source code shall be made available for inspection on a secured computer in a secured
23 room, and the inspecting party shall not copy, remove, or otherwise transfer any portion of the
24 source code onto any recordable media or recordable device. The designator may visually monitor
25 the activities of the inspecting party's representatives during any source code review, but only to
26 ensure that there is no unauthorized recording, copying, or transmission of the source code.

27 **5.3 Paper Copies of Source Code Excerpts.** The inspecting party shall be permitted to
28 request up to a total of two hundred fifty (250) pages of printouts of source code, all of which shall

1 be designated and clearly labeled “HIGHLY CONFIDENTIAL – SOURCE CODE,” and the
2 inspecting party shall maintain a log of all such files that are printed or photocopied. Any printed
3 portion that consists of more than forty (40) pages of continuous block of the source code shall be
4 presumed to be excessive, and the burden shall be on the inspecting party to demonstrate the need
5 for such a printed copy. If, at any time, the inspecting party believes that it requires more than a
6 total of two hundred fifty (250) pages of printed source code or additional copies, then the
7 inspecting party may request for additional pages or copies, and the producing party and the
8 inspecting party will meet and confer in good faith to resolve the issue, and, if not resolved, then
9 bring the issue to the Court for resolution.

10 **5.4 Access Record.** The inspecting party shall maintain a record of any individual who has
11 inspected any portion of the source code in electronic or paper form, and shall maintain all paper
12 copies of any printed portions of the source code in a secured, locked area. The inspecting party
13 shall not convert any of the information contained in the paper copies into any electronic format
14 other than for the preparation of a pleading, exhibit, expert report, discovery document, deposition
15 transcript, or other Court document. Any paper copies used during a deposition shall be retrieved
16 at the end of each day and must not be left with a court reporter or any other unauthorized
17 individual.

18 **6. PROSECUTION BAR**

19 Absent written consent from the designator, any attorney, whether in-house or outside
20 counsel, who receives access to HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY or
21 HIGHLY CONFIDENTIAL – SOURCE CODE information shall not be involved in the
22 prosecution of patents or patent applications concerning the field of the invention of the patents-
23 in-suit for the receiving party or its acquirer, successor, predecessor, or other affiliate during the
24 pendency of this action and for one year after its conclusion, including any appeals. “Prosecution”
25 means drafting, amending, advising on the content of, or otherwise affecting the scope or content
26 of patent claims or specifications. These prohibitions shall not preclude counsel from participating
27 in reexamination or *inter partes* review proceedings to challenge or defend the validity of any
28 patent, but counsel may not participate in the drafting of amended claims in any such proceedings.

1 **7. ELECTRONICALLY STORED INFORMATION**

2 **7.1** Absent a showing of good cause, general ESI production requests under Federal Rules
3 of Civil Procedure 34 and 45, or compliance with a mandatory disclosure requirement of this
4 Court, shall not include metadata. But fields showing the date and time that the document was sent
5 and received, as well as the complete distribution list, shall be included in the production if such
6 fields exist.

7 **7.2** Absent agreement of the parties or further Court order, the following parameters apply
8 to ESI production:

9 **7.2.1 General Document Image Format.** Each electronic document shall be
10 produced in single-page Tagged Image File Format (“TIFF”). TIFF files shall be single
11 page and shall be named with a unique production number followed by the appropriate file
12 extension. Load files stating the location and unitization of the TIFF files shall be provided.
13 If a document is more than one page, the unitization of the document and any attachments
14 and/or affixed notes shall be maintained as they existed in the original document.

15 **7.2.2 Text-Searchable Documents.** Documents shall be produced in text-
16 searchable format at no cost to the receiving party.

17 **7.2.3 Footer.** Each document image shall contain a footer with a sequentially
18 ascending production number.

19 **7.2.4 Native Files.** A party may make a reasonable request to receive the document
20 in its native format, and upon receiving such a request, the producing party shall produce
21 the document in its native format.

22 **7.2.5 No Backup Restoration Required.** Absent a showing of good cause, no
23 party need restore any form of media upon which backup data is maintained in a party’s
24 normal or allowed processes, including but not limited to backup tapes, disks, SAN, and
25 other forms of media.

26 **7.2.6 Voicemail and Mobile Devices.** Absent a showing of good cause,
27 voicemails, PDAs, and mobile phones are deemed not reasonably accessible and need not
28 be collected and preserved.

1 **7.3** General ESI production requests under Federal Rules of Civil Procedure 34 and 45, or
2 compliance with a mandatory disclosure order, shall not include email or other forms of electronic
3 correspondence (collectively “email”). To obtain email, parties must propound specific email
4 production requests.

5 **7.3.1** Email production requests shall be phased to occur timely after the parties
6 have exchanged initial disclosures and a specific listing of the eight most likely email
7 custodians, including a short description of why each custodian is believed to be significant
8 under the pleaded claims and defenses and the exchanged infringement and invalidity
9 contentions. The exchange of this information shall occur at the time the parties exchange
10 claim terms they contend require construction. Each requesting party may also propound
11 up to five written discovery requests and take one deposition per producing party to identify
12 the proper custodians, proper search terms, and proper time frame for email production
13 requests. The Court may allow additional discovery upon a showing of good cause.

14 **7.3.2** Email production requests shall identify the custodian, search terms, and time
15 frame. The parties shall cooperate to identify the proper custodians, proper search terms,
16 and proper time frame. Each requesting party shall limit its email production requests to a
17 total of five custodians per producing party for all such requests. The Court will consider
18 contested requests for additional or fewer custodians per producing party, upon showing a
19 distinct need based on the size, complexity, and issues of the specific case.

20 **7.3.3** Each requesting party shall limit its email production requests to a total of
21 eight search terms per custodian per party. The Court will consider contested requests for
22 additional or fewer search terms per custodian upon showing a distinct need based on the
23 size, complexity, and issues of the specific case. The search terms shall be narrowly tailored
24 to particular issues. Indiscriminate terms, such as the producing company’s name or its
25 product name, are inappropriate unless combined with narrowing search criteria that
26 sufficiently reduce the risk of overproduction. A conjunctive combination of multiple
27 words or phrases (for example, “computer” and “system”) narrows the search and shall
28 count as a single search term. A disjunctive combination of multiple words or phrases (for

example, “computer” or “system”) broadens the search, and thus each word or phrase shall count as a separate search term unless they are variants of the same word. Use of narrowing search criteria (for example, “and,” “but not,” “w/x”) is encouraged to limit the production and will be considered when determining whether to shift costs for disproportionate discovery.

7.4 Under Federal Rule of Evidence 502(d), the inadvertent production of privileged or work product protected ESI is not a waiver in this case or in any other federal or state proceeding.

7.5 The mere production of ESI in litigation as part of a mass production shall not itself constitute a waiver for any purpose.

7.6 Except as expressly stated, nothing in this order affects the parties’ discovery obligations under Federal or Local Rules.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

8.1 Subpoenas and Court Orders. This Order in no way excuses non-compliance with a lawful subpoena or court order. The purpose of the duties described in this section is to alert the interested parties to the existence of this Order and to give the designator an opportunity to protect its confidentiality interests in the court where the subpoena or order issued.

8.2 Notification Requirement. If a party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as CONFIDENTIAL, HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY, or HIGHLY CONFIDENTIAL – SOURCE CODE, that party must:

8.2.1 Promptly notify the designator in writing. Such notification shall include a copy of the subpoena or court order;

8.2.2 Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Order. Such notification shall include a copy of this Order; and

8.2.3 Cooperate with all reasonable procedures sought by the designator whose material may be affected.

1 **8.3 Wait For Resolution of Protective Order.** If the designator timely seeks a protective
 2 order, the party served with the subpoena or court order shall not produce any information
 3 designated in this action as CONFIDENTIAL, HIGHLY CONFIDENTIAL – ATTORNEY EYES
 4 ONLY or HIGHLY CONFIDENTIAL – SOURCE CODE before a determination by the court
 5 where the subpoena or order issued, unless the party has obtained the designator’s permission. The
 6 designator shall bear the burden and expense of seeking protection of its confidential material in
 7 that court.

8 **9. UNAUTHORIZED DISCLOSURE OF DESIGNATED MATERIAL**

9 If a receiving party learns that, by inadvertence or otherwise, it has disclosed designated
 10 material to any person or in any circumstance not authorized under this Order, it must immediately
 11 (1) notify in writing the designator of the unauthorized disclosures, (2) use its best efforts to
 12 retrieve all unauthorized copies of the designated material, (3) inform the person or persons to
 13 whom unauthorized disclosures were made of all the terms of this Order, and (4) use reasonable
 14 efforts to have such person or persons execute the Agreement to Be Bound (Exhibit A).

15 **10. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
 16 **PROTECTED MATERIAL**

17 When a producing party gives notice that certain inadvertently produced material is subject
 18 to a claim of privilege or other protection, the obligations of the receiving parties are those set
 19 forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
 20 whatever procedure may be established in an e-discovery order that provides for production
 21 without prior privilege review pursuant to Federal Rule of Evidence 502(d) and (e).

22 **11. USE OF DISCOVERY FROM RELATED CASE NO. 2:18-cv-00862-MMD-NJK**

23 The parties agree that discovery from related case no. 2:18-cv-00862-MMD-NJK may be
 24 used in this case as well. *See* Docket No. 40 (Joint Rule 26(f) Report, Discovery Plan and
 25 Scheduling Order) at 7 (“By November 4, 2020, the Parties agree to enter into a protective order
 26 that allows for the use in this case of discovery from Case No. 2:18-cv-00862-MMD-NJK.”).

1 **12. FINAL DISPOSITION**

2 Within 60 days after the final disposition of this action, each party shall return all
3 designated material to the designator or destroy such material, including all copies, abstracts,
4 compilations, summaries, and any other format reproducing or capturing any designated material.
5 The receiving party must submit a written certification to the designator by the 60-day deadline
6 that (1) identifies (by category, where appropriate) all the designated material that was returned or
7 destroyed, and (2) affirms that the receiving party has not retained any copies, abstracts,
8 compilations, summaries, or any other format reproducing or capturing any of the designated
9 material. This provision shall not prevent counsel from retaining an archival copy of all pleadings,
10 motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
11 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work
12 product, even if such materials contain designated material. Any such archival copies remain
13 subject to this Order.

14 IT IS SO ORDERED.

15 
16 _____
17 UNITED STATES MAGISTRATE JUDGE

18 DATED: _ November 5, 2020 _.

EXHIBIT A

AGREEMENT TO BE BOUND

I, _____ declare under penalty of perjury that I have read in its entirety and understand the Protective Order that was issued by the United States District Court for the District of Nevada in the case of *Linksmart Wireless Technology, LLC v. Hospitality Network, LLC*, Case No.: 2:18-cv-00862-MMD-NJK. I agree to comply with and to be bound by all the terms of this Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment for contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Protective Order to any person or entity except in strict compliance with this Order.

I further agree to submit to the jurisdiction of the United States District Court for the District of Nevada for the purpose of enforcing this Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ as my agent for service of process in connection with this action or any proceedings related to enforcement of this Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____